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Amy Jonsson 20 June 2001  
Amy Jonsson (Date)

#4/ 2164  
Asa B. Ward  
J. Haynes  
REC 767  
JUN  
Technology

Attorney Docket No. CMRC 1003-1

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: )  
MUDITA JAIN et al. )  
Application No. 09/730,489 )  
Filed: 05 December 2000 )  
For: **Method and Device Utilizing** )  
**Polymorphic Data In E-Commerce** )

Group Art Unit: 2164  
Examiner: *Unassigned*

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JUN 27 2001  
Technology Center 2100

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR**  
**UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

Commissioner of Patents  
Washington, D.C. 20231  
Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints:

- Mark A. Haynes - Reg. No. 30,846
- Ernest J. Beffel, Jr. - Reg. No. 43,489
- James F. Hann - Reg. No. 29,719

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

Application No. 09/730,489

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

\_\_\_ the Assignment recorded on \_\_\_\_\_ at reel \_\_\_\_\_, frames \_\_\_\_\_.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.


Direct all telephone calls to Ernest J. Beffel, Jr., Esq., at (650) 712-0340.

Address all correspondence to:

**Customer Number 22470**

Ernest J. Beffel, Jr., Esq.  
HAYNES & BEFFEL LLP  
P.O. Box 366  
Half Moon Bay, CA 94019  
(650) 712-0340 (phone)  
(650) 712-0263 (fax)

ASSIGNEE: COMMERCE ONE, INC.

Signature:  \_\_\_\_\_

Name: Peter Pervere

Title: Senior Vice President, Chief Financial Officer

Date: June 8, 2001



JOINT TO CORPORATE  
ASSIGNMENT

COPY

WHEREAS, the undersigned,

(1) Mudita Jain  
1144 Seena Avenue  
Los Altos, CA 94024

(2) Jari Koistinen  
Terrassvagen 20  
167 52 Bromma  
Stockholm Sweden

(3) Charles Boyle  
11 Elliot Drive  
Pleasant Hill, CA 94523

(4) Brian Hayes  
706 Francis Drive  
Lafayette, CA 94549

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hereinafter termed "Inventors", have invented certain new and useful improvements in

**METHOD AND DEVICE UTILIZING POLYMORPHIC DATA IN E-COMMERCE**

and have filed an application for a United States patent disclosing and identifying the above invention on 05 December 2000 as Application No. 09/730,489, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

(1) the \_\_\_\_\_ day of \_\_\_\_\_, 2001;

(2) the \_\_\_\_\_ day of \_\_\_\_\_, 2001;

(3) the 30<sup>th</sup> day of March, 2001;

(4) the 30<sup>th</sup> day of March, 2001;

(hereinafter termed "application"); and

WHEREAS, Commerce One, Inc., a corporation of Delaware, having a place of business at 4440 Rosewood Drive, Pleasanton, CA 94588-3050 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the

United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

	State of	)
		)
	County of	)
<hr/> Mudita Jain	On _____, 2001, before me, _____,	
	personally appeared _____,	
	____ personally known to me or ____ proved to me on the basis of	
	satisfactory evidence, to be the person whose name is subscribed	
	to the within instrument and acknowledged to me that he/she	
<hr/> Date	executed the same in his/her authorized capacity, and that by	
	his/her signature on the instrument the person or the entity upon	
	behalf of which the person acted, executed the instrument.	

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Jari Koistinen

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

\_\_\_\_ personally known to me or \_\_\_\_ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

State of California )  
County of Alameda )

On 3-30, 2001, before me, Leslie A. Angel,  
personally appeared Charles SD Boyle,

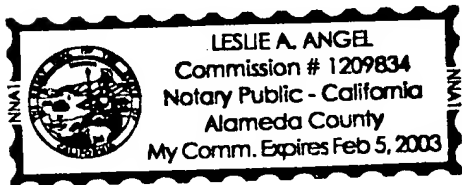
\_\_\_\_ personally known to me or X proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Date

3-30-2001

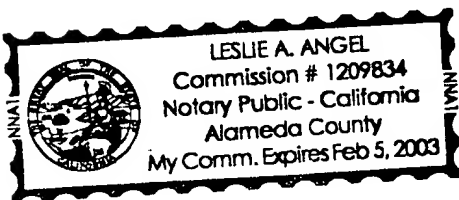
WITNESS my hand and official seal.

Leslie A. Angel  
(Notary Public)



Brian Hayes  
Brian Hayes

30 - Mar - 01  
Date



State of California  
County of Alameda

On 3-30-, 2001, before me, Leslie A. Angel,  
personally appeared Brian Hayes,

\_\_\_ personally known to me or A proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Leslie A. Angel  
(Notary Public)



JOINT TO CORPORATE  
ASSIGNMENT

COPY

WHEREAS, the undersigned,

(1) Mudita Jain  
1144 Seena Avenue  
Los Altos, CA 94024

(2) Jari Koistinen  
Terrassvagen 20  
167 52 Bromma  
Stockholm Sweden

(3) Charles Boyle  
11 Elliot Drive  
Pleasant Hill, CA 94523

(4) Brian Hayes  
706 Francis Drive  
Lafayette, CA 94549

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hereinafter termed "Inventors", have invented certain new and useful improvements in

**METHOD AND DEVICE UTILIZING POLYMORPHIC DATA IN E-COMMERCE**

and have filed an application for a United States patent disclosing and identifying the above invention on 05 December 2000 as Application No. 09/730,489, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

(1) the 18<sup>th</sup> day of April, 2001;

(2) the \_\_\_\_\_ day of \_\_\_\_\_, 2001;

(3) the \_\_\_\_\_ day of \_\_\_\_\_, 2001;

(4) the \_\_\_\_\_ day of \_\_\_\_\_, 2001;

(hereinafter termed "application"); and

WHEREAS, **Commerce One, Inc.**, a corporation of **Delaware**, having a place of business at **4440 Rosewood Drive, Pleasanton, CA 94588-3050** (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the

United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Mudita Jain  
Mudita Jain

APRIL 18, 2001  
Date

State of California )  
County of Santa Clara )

On 18, April, 2001, before me, Hema Kamdar,  
personally appeared Mudita Jain,

— personally known to me or — proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that ~~he~~/she  
executed the same in ~~his~~/her authorized capacity, and that by  
~~his~~/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Hema Kamdar

(Notary Public)





State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Jari Koistinen

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,  
\_\_\_\_ personally known to me or \_\_\_\_ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Charles Boyle

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,  
\_\_\_\_ personally known to me or \_\_\_\_ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

State of \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Brian Hayes

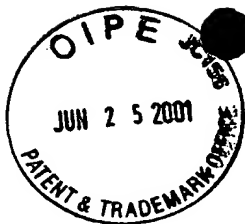
On \_\_\_\_\_, 2001, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

\_\_\_\_ personally known to me or \_\_\_\_ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
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his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)



COPY

## JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(1) Mudita Jain  
1144 Seena Avenue  
Los Altos, CA 94024

(2) Jari Koistinen  
Terrassvagen 20  
167 52 Bromma  
Stockholm Sweden

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11 Elliot Drive  
Pleasant Hill, CA 94523

(4) Brian Hayes  
706 Francis Drive  
Lafayette, CA 94549

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hereinafter termed "Inventors", have invented certain new and useful improvements in

### METHOD AND DEVICE UTILIZING POLYMORPHIC DATA IN E-COMMERCE

and have filed an application for a United States patent disclosing and identifying the above invention on 05 December 2000 as Application No. 09/730,489, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

(1) the \_\_\_\_\_ day of \_\_\_\_\_, 2001;

(2) the 26<sup>th</sup> day of March, 2001;

(3) the \_\_\_\_\_ day of \_\_\_\_\_, 2001;

(4) the \_\_\_\_\_ day of \_\_\_\_\_, 2001;

(hereinafter termed "application"); and

WHEREAS, Commerce One, Inc., a corporation of Delaware, having a place of business at 4440 Rosewood Drive, Pleasanton, CA 94588-3050 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

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United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

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4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Mudita Jain

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

\_\_\_\_\_ personally known to me or \_\_\_\_\_ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

State of )  
 )  
County of )

\_\_\_\_\_  
Brian Hayes

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

\_\_\_\_ personally known to me or \_\_\_\_ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

Jari Koistinen

Jari Koistinen

Stockholm, June 1, 2001

Date



Charles Boyle

Date

State of Sweden )  
County of Stockholm )

On June 1, 2001, before me, Notary Public,  
personally appeared JARI KOISTINEN

\_\_\_\_ personally known to me or X proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Else-Marie Grönstedt  
(Notary Public) Else-Marie Grönstedt

State of )  
County of )

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_

\_\_\_\_ personally known to me or \_\_\_\_ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)